


1. REQUISITION NUMBER	PAGE 1 OF
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME		b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
		NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
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TELEPHONE NO.			
<input type="checkbox"/> 17b.	CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b.	SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED
	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	31c. DATE SIGNED
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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The U.S. Department of the Education, Federal Student Aid (FSA) issues this Request for Proposal (RFP) to acquire transition and operational support services for its financial management system.</p> <p>The government anticipates the award of an Indefinite Delivery, Indefinite Quantity, Hybrid: Fixed Priced, Fixed Price Labor Hour, and Time & Material Performance-based contract with a base and option period (each for 5 years) award term.</p> <p>This procurement will be conducted as a 100% Small Business Concerns Set-aside. The NAICS code is 541513, Computer Facilities Management Services, Size Standard is 23 Million.</p> <p>PROPOSAL SUBMISSION DEADLINE: No later than 4:00pm (EST)on Thursday, July 31, 2008.</p>				

A. Scope of Services

The primary objective of this requirement is to provide Federal Student Aid's (FSA) Financial Management System (FMS) division long-term assistance with its IT Financial Systems. This long-term FMS assistance will consist of the following 4 Phases/Contract Line Items Numbers (CLINs):

(1) Phase 1 - CLIN 0001: Transition of Operations (Anticipate 3-month duration only)

- Some activities in this CLIN are:
 - i. Maintaining the continuity/stability of production environment while assuming responsibility for Operations;
 - ii. Establishing proficiency in application security, operations management, application maintenance, help desk operations, and application development;
 - iii. Gaining mastery of operational processes related to monthly & fiscal year-end close.

(2) Phase 2 – CLIN 0002: Operations Management and Maintenance Services

- Some activities under this CLIN are:
 - i. Monitoring daily FMS Operations activity.
 - ii. Performing daily application maintenance.
 - iii. Coordinating all changes, including those originating from Security, Development, and external task orders.
 - iv. Perform core DBA activities, including cloning, application of patches, and performance monitoring.
 - v. Perform Checkfree Operations.

(3) Phase 3 – CLIN 0003: Security Services

- Some activities under this CLIN are:
 - i. Enforcing Department of Education and Federal Student Aid IT security & privacy policies.
 - ii. Enforcing compliance with security clearance procedures.
 - iii. Following agency established best practices for system security.
 - iv. Assessing security implications of planned system and procedural changes.
 - v. Approving FMS system access, review access points and recommend changes to Operations and Development areas.

(4) Phase 4 - CLIN 0004: Development Services

- Some activities under this CLIN are:
 - i. Supporting FSA acquisition strategies, including upgrades to FMS and related applications.
 - ii. Follow FSA Change Management procedures.
 - iii. Sourcing and managing development resources, project plans, stakeholders, throughout the development lifecycle

Specific tasks, objectives, performance measurements, and performance targets will be detailed in the SOW. The activities under this contract are primarily in support of the Department of Education's Strategic Plan (<http://www.ed.gov/about/reports/strat/plan2007-12/2007-plan.pdf>) specifically, cross-goal objective 1, "Maintain and Strengthen financial integrity and management and internal controls," and FSA's FY 2006 Five-Year Plan (<http://thestartingline.ed.gov/analysis/ped/ped/products/FSAfiveyearplan.pdf>) and core objectives including the following:

- Integrate Federal Student Aid systems and provide new technology solutions
- Improve program integrity to facilitate access to postsecondary education

B. Scope of Services (continued)

- Reduce vulnerability of the federal student financial assistance programs to fraud, waste, abuse and mismanagement
- Reduce program administration costs
- Improve products and services to provide better customer service

C. Required Labor Categories

Offerors may propose additional categories with a brief description of qualifications, experience, and education along with associated onsite & offsite rates.

Category Title	Description (Qualifications, Experience & Education Requirements)
Program Manager	Recommend PMP Certified or equivalent Professional certification. Experience with performance-based contracting in a Federal environment. Bachelor or Masters Degree.
Project Manager	Recommend PMP Certified or equivalent Professional certification. Experience coordinating multiple teams including developers, functional leads, operations staff, DBA team, and change management staff. Superior communications ability. Bachelor or Masters Degree.
Functional Lead	Recommends CPA credentials, CGFM or equivalent professional credentials with Government Accounting experience. Possesses product knowledge of multiple Oracle Federal Financials modules, including Accounts Payable, Accounts Receivable, and General Ledger. Possesses excellent written and verbal communications skills. Is proficient in performing standard development lifecycle activities, from requirements definition through design, testing and post-production validation. Ability to supervise junior functional staff. Bachelor or Masters Degree.
Senior Functional	Possesses product knowledge of multiple Oracle Federal Financials modules, including Accounts Payable, Accounts Receivable, and General Ledger. Possesses excellent written and verbal communications skills. Is proficient in performing standard development lifecycle activities, from requirements definition through design, testing and post-production validation. Bachelor or Masters Degree.
Junior Functional	Possesses product knowledge of Federal Financials including Accounts Payable, Accounts Receivable or General Ledger modules. Possesses excellent written and verbal communications skills. Is proficient in performing standard development lifecycle activities, from requirements definition through design, testing and post-production validation. Bachelor or Masters Degree.
Processing Clerk	Possesses excellent written and verbal communications skills. Possess working knowledge of accounting practices and works with attention to detail. Bachelor or Masters Degree or equivalent work experience.
Senior Developer	Experience in Oracle Federal Financial Application Extension Development using the Oracle Development Suite (Forms, Reports, PLSQL, WorkFlow, SQL*Loader, Java). Possess excellent technical communication and leadership skills. Degree in computer science or related technical discipline, or equivalent work experience.
Junior Developer	Experience in Oracle Application Extension Development using the Oracle Development Suite (Forms, Reports, PLSQL, WorkFlow, SQL*Loader) Java experience preferred. Degree in computer science or related technical discipline, or equivalent work experience.
DBA	Experience at least in Oracle Financials Application, ver. 11.5.10 on an Oracle 10g database. Degree in computer science or related technical discipline, or equivalent work experience. Recommend UNIX administration abilities in order to coordinate with the Department's Virtual Data Center contractor.

c. Pricing Schedule

The pricing schedule may be modified to include additional labor categories; however, each Offeror must provide labor category description as well as fixed labor hour pricing for the labor categories listed below for contract price and evaluation purposes.

The Burdened Hourly Rate columns below should reflect the same amounts indicated in the Discount Rate (onsite) column of the Pricing Template (Attachment 2A). If there are discrepancies between burdened hourly rates and those stated on cost proposals, the rates on the Pricing Schedule would prevail.

The Pricing Schedule and applicable periods of performance are indicated on the following page.

BASE PERIOD (AWARD DATE TO 60 TH MONTH)											
CLIN	CLIN Description	Year 1		Year 2		Year 3		Year 4		Year 5	
		Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate
0001	Transition of Operation Services										
0002	Operations Management & Maintenance Services										
0003	Security Services										
0004	Development Services										

OPTION PERIOD (61 ST MONTH TO 120 TH MONTH)											
CLIN	CLIN Description	Year 1		Year 2		Year 3		Year 4		Year 5	
		Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate	Burdened Hourly Onsite Rate	Burdened Hourly Offsite Rate
0001	Transition of Operation Services										
0002	Operations Management & Maintenance Services										
0003	Security Services										
0004	Development Services										

[END OF SECTION]

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I)

A. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far/>.

FAR Clause	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sept 2007
52.204-7	Central Contractor Registration	July 2006
52.204-9	Personal Identity Verification of Contractor Personnel	Sept 2007
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sept 2006
52.216-22	Indefinite Quantity	Oct 1995
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights in Data—General	June 1987
52.227-17	Rights in Data—Special Works	June 1987
52.227-19	Commercial Computer Software—Restricted Rights	June 1987
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	July 1995
52.242-15	Stop-Work Order	Aug 1989
52.243-1	Changes—Fixed Price ALT I (Apr 1984)	Aug 1987
52.243-3	Changes—Time-and-Materials or Labor-Hours	Sept 2000
52.245-1	Government Property	June 2007
52.245-9	Use and Charges	June 2007
52.247-34	F.O.B. Destination	Nov 1991
52.253-1	Computer Generated Forms	Jan 1991
52.234-2	Notice of Earned Value Management System – Pre-Award IBR	July 2006
52.234-3	Notice of Earned Value Management System – Post-Award IBR	July 2006

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

B. 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award to the Expiration of the contract, if all options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C. 52.216-19 Order Limitations (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$700,000;
 - (2) Any order for a combination of items in excess of \$75,000,000; or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

D. 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years.

E. EDAR 3452.208-70 Printing (AUG 1987)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

Except that performance involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, shall not be deemed to be printing. A production unit is defined as one sheet, size 8 1/2 by 11 inches, and one side and color only.

F. EDAR 3452.227-71 Paperwork Reduction Act (AUG 1987)

- (a) The Paperwork Reduction Act of 1980 (Pub. L. 96-511) applies to contractors that collect information for use or disclosure by the Federal Government.

If the contractor will collect information requiring answers to identical questions from 10 or more people then no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Deputy Under Secretary for Management (DUSM) or his/her delegate within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Technical Representatives shall be guided by the provisions of 5 CFR Part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring DUSM and OMB clearance.

The contractor shall obtain the required DUSM and OMB clearance through the Contracting Officer's Technical Representative before expending any funds or making public contacts for the collection of information described in (a) above. The authority to expend funds and proceed with the collection shall be in writing by the Contracting Officer. The contractor must plan at least 120 days for DUSM and OMB clearance. Excessive delay caused by the Government, which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default/Cause clause of this contract.

- (b) The contractor shall obtain the required DUSM and OMB clearance through the Contracting Officer's Technical Representative before expending any funds or making public contacts for the collection of information described in (a) above. The authority to expend funds and proceed with the collection shall be in writing by the Contracting Officer. The contractor must plan at least 120 days for DUSM and OMB clearance. Excessive delay caused by the Government, which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default/Cause clause of this contract.

G. EDAR 3452.227-72 Advertising of Awards (AUG 1987)

The contractor agrees not to refer to awards issued by the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal Government or is necessarily considered by the Government to be superior to other products or services.

H. EDAR 3452.242-71 Notice to the Government of Delays (AUG 1987)

Whenever the contractor has knowledge that any actual or potential situation, including but not limited to labor disputes, is delaying or threatens to delay the timely performance of work under this contract, the contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

I. EDAR 3452.242-73 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (AUG 1987)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)**J. FSA 24-1 Release of Information Under the Freedom of Information Act (JAN 2008)**

- (a) By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:
- i. Unit Prices including labor rates;
 - ii. Statements of Work/Performance Work Statement generated by the contractor;
 - iii. Performance requirements, including incentives, performance standards, quality levels and service level agreements;
 - iv. Reports, deliverables and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
 - v. Reports, deliverables and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
 - vi. Any and all information, data, software and related documentation first provided under the contract;
 - vii. Proposals or portions of proposals incorporated by reference; and
 - viii. Other terms and conditions.

L. FSA 27-1 Labeling of Documents (JUNE 2007)

The Contractor shall not label any data produced in performance of this contract in a way that would restrict the Government's right to use or release the information. If applicable, the Contractor shall include a legend that identifies sensitive data that should not be released for security reasons. Under FAR clause 52.227-14, Rights in Data-General (or 52.227-15, -16, -17) clause, this data may be used for any purpose the Government deems appropriate. Deliverables shall not contain vendor-specific logos, mottos, watermarks, or holograms.

The Contractor shall not use, particularly for proposals, U.S. Government logos, such as the U.S. Department of Education seal.

M. FSA 27-2 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (DEC 2006)

- (a) For contracts under which data are to be produced, furnished, or acquired, the terms "limited rights" and "restricted rights" are defined in the Rights in Data clause(s) of this contract.
- (b) Proprietary data, technical data or computer software provided to the Contractor as Government Furnished Information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
- (1) *Proprietary data with legends that serve to restrict disclosure or use of data.* The Contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party who owns the data, release or disclose such data or software to any person.
- (2) *GFI marked with limited or restricted rights legends.* The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- i. *GFI marked with specially negotiated license rights legends.* The Contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure; the intended recipient has completed the Use and Non-Disclosure Agreement. The Contractor shall modify paragraph (1)(c) of the Use and Non-Disclosure Agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.
- (c) Indemnification and creation of third party beneficiary rights.
 - (1) The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software.
 - (2) The Contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data or computer software subject to restrictive legends.

N. FSA 27-3 Use and Non-Disclosure Agreement (DEC 2006)

- (a) Except as provided in paragraph (b) of this clause, proprietary data, technical data or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the Use and Non-Disclosure Agreement at paragraph (c) of this clause prior to release or disclosure of the data.
 - (1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the Use and Non-Disclosure Agreement.
 - (2) For an intended release, disclosure, or authorized use of proprietary data, technical data or computer software subject to special license rights, modify paragraph (1)(d) of the Use and Non-Disclosure Agreement to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display or disclosure of the data or software.
- (b) The requirement for Use and Non-Disclosure Agreement does not apply to Government contractors which require access to a third party's data or software for the performance of a Government contract that contains the clause, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.
- (c) The prescribed Use and Non-Disclosure Agreement can be found in Enclosure 2.

O. FSA 32-1 Invoice Procedures (AUG 2007)

The Contractor must submit a physical invoice via either mail, fax or e-mail for this contract in order to be paid for products and/or services rendered. Federal Student Aid's "designated billing office" is:

US Department of Education

Union Center Plaza, Federal Student Aid Administration

830 First Street, NE - Suite 54B1

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

Washington, D.C. 20202-0001

E-mail: InvoiceAdmin@ed.gov

Fax: 202-275-3477

The Contractor shall also simultaneously submit copies of the invoice to the Contracting Officer and one to the Contracting Officer's Representative (COR). The CO and COR should receive copies via the same means as the invoice sent to the "designated billing office".

When submitting an invoice via mail, the Contractor shall submit the original invoice AND two copies of the invoice **to the designated billing address**. At a minimum the following items must be addressed in order for the invoice to be considered "proper" for payment:

- (1) Name and Address of the Contractor.
- (2) Invoice Number and Invoice Date (Date invoices as close as possible to the date of mailing or transmission). The date and actual submission must occur after receipt, inspection and acceptance of the supplies or services.
- (3) The Contract number, contract line item, and if applicable, the order number must be included on the invoice and be correct.
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered must agree with the contract or order.
- (5) Terms of any prompt payment discount offered.
- (6) Name, title, and phone number of persons to be notified in event of that defective invoice is received.
- (7) The period of time covered by the invoice must include the first and last day of the period.
- (8) Totals must be supported by subtotals and subtotals should be supported by detail, (i.e. documentation for categories of labor, hours performed, unit prices) and deliverables provided.

P. ED 307-13 Department Security Requirements (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in:

- A. The Statement of Work/Performance Work Statement/Statement of Objectives of this contract;
- B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a);
- C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and
- D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

The Contractor may request copies of the above referenced documents by contacting the designated Contract Specialist via e-mail.

All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings."

The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

The contractor shall:

- Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.
- Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening.
- Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.
- Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer.
- Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.
- Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.
- Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.
- Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.
- Officially notify each contractor employee if he or she will no longer work on a Department contract.
- Abide by the requirements in Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings."

Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM: 5-101, "Contractor Employee Personnel Screenings."

Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default (non-commercial) or for cause (commercial).

Q. ED 307-17 Conflicts of Interest (AUG 2007)

- (a) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:
- (1) Unequal access to information – a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
 - (2) Biased ground rules – a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (3) Impaired objectivity – a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- (i) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- (ii) Significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- (iii) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

- (b) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).
- (c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default/cause, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, § 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, § 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. For example, such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.
- (d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.
- (e) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

R. Additional Terms and Conditions

(1) CONTRACT ADMINISTRATION

The Contracting Officer is the only person authorized to approve any changes in the scope of work of this contract. The authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made WITHOUT authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

(2) GOVERNMENT POINTS OF CONTACT

The following describes the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at anytime.

The primary mailing address is constant except for suite numbers.

U.S. Department of Education

Federal Student Aid

Acquisitions Group

Union Center Plaza

830 First Street, NE Suite 91F2

Washington, DC 20202-5405

Task Order Contracting Officer (CO) - Designated on Individual Task Order Basis

The Contracting Officer has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only individual authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The CO may delegate certain specific responsibilities to its authorized representative - the Contracting Officer's Representative (COR).

The CO is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- Ensure that task orders are within the scope of the contract,
- Serve as liaison between the Contractor and the Department,
- Administer and closeout task order after performance or termination,
- Perform inspection and acceptance or rejection of the equipment/services provided by the Contractor,
- Make payment, withholds, or partial payment of Contract User invoices,
- Issue the CO's final decision and handle all contract-level contractual disputes under the Contract Disputes Act, and
- Place all contract modifications against the Contract.

Only the Contracting Office (CO) has oversight of the contract as a whole.

Task Order Contracting Officer's Representative (COR) - Designated on Individual Task Order Basis

The COR is responsible for the technical aspects of the contract, acting as the technical liaison with the Contractor and any other responsibilities that are specified in the contract. These responsibilities include:

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives;
- Interpreting the statement of work and any other technical performance requirements;
- Performing technical evaluation as required;
- Performing technical inspections required by this contract;
- Assisting in the resolution of technical problems encountered during performance; and
- Inspecting all deliverables, including reports and recommending acceptance or rejection to the CO.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions.

Any Contractor requests for changes shall be submitted in writing directly to the CO with a copy to the COR. No such changes shall be made without the written authorization of the CO.

ONLY the CO has authority to direct or negotiate any changes in the statement of work; modify or extend the period of performance, change the delivery schedule, authorize reimbursement to the Contractor any costs incurred during the performance of this contract or otherwise change any terms and conditions of this contract or accept/reject deliverables.

The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the CO in writing.

PHASE #1 –CLIN0001 (Transition of Operations): Program Manager (PM) – To be designated at time of Award

The PM provides technical and programmatic direction to the Contractor. Technical and Programmatic Directions include:

- Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
- Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.
- Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

Note: Individual PMs will be assigned for Phase 2, 3 and 4 at time of award.

Technical direction must be within the general scope of work stated in the contract. . The Government's program manager does not have the authority to and may not issue any technical directions which:

- Constitutes an assignment of additional work outside the general scope of work of the contract.
- Constitutes a change as defined in the contract clause entitled "Changes–Fixed Price ALT I".
- In any manner causes an increase or decrease in the total estimated contract cost, fixed-price, or the time required for contract performance.
- Changes any of the expressed terms, conditions, or specifications of the contract.

All technical direction shall be issued in writing by the Government's **Project Manager/Government Technical Lead (GTL)** or shall be confirmed by him/her in writing within 5 working days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Government PM in the manner prescribed by this article and within his/her authority under the provisions of this article.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

If, in the opinion of the Contractor, any instruction or direction issued by the Government PM is within one of the categories as defined above, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after the receipt of any such instruction or direction and shall request the CO to modify the contract, accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

The PM does not have authority to act as agent of the Government under this contract. Only the CO has authority to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to the Contractor any costs incurred during the performance of this contract or otherwise change any terms and conditions of this contract.

The Government at any time may change the PM, but the CO in writing will provide notification of the change, including the name and address of the successor PM, to the Contractor.

3. KEY PERSONNEL

Contractor shall identify Key Personnel under each task order. See paragraph 4 below.

4. SUBSTITUTION OF KEY PERSONNEL

(a) The Contractor shall notify the designated Contracting Officer and Contracting Officer's Representative (CO & COR), prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced. All proposed substitutes should have qualifications equal to or higher than the qualifications of the person to be replaced. The Contractor shall notify the CO in writing of any proposed substitution at least thirty calendar days, in advance of the proposed substitution.

(b) Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete résumé of the proposed substitute;
- (3) A proposed knowledge transition plan and schedule; and
- (4) Any other information requested by the CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The CO will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the Contractor.

5. SHIPPING, MARKING, AND DELIVERABLES

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(a) Ship deliverable items to either: the location identified in the contract, or, if no delivery location is provided, to: United States Department of Education Federal Student Aid, Union Center Plaza, 830 First Street NE, Washington, DC 20202.

6. REVIEW OF DELIVERABLES

(a) The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt of the initial deliverable by the Government.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (b) Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to address and incorporate the Government's comments or change requests, and to resubmit the deliverable in its final form.
- (c) If thirty (30) business days after the receipt of final deliverable the Government does not respond with a written notice on its disposition, said deliverable shall be deemed as being acceptable and the Contractor may proceed with the submission of the invoice.

7. ORDERING PERIOD

The work and services hereunder shall be completed as follows:

- Base Period shall be five (5) year.
- Authorized by the Government's right to unilaterally exercise the following option period for five (5) years. (Note: Actual dates will be included at contract award and inserted into the table.)

Period of Performance	Start Date	End date
Base Period	IDIQ Issuance Date	60 th month of performance (<i>From Issuance Date</i>)
Option Period	61 st month of performance	120 th month of performance

8. ORDERING

- (a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders on Standard Form 30 or any other appropriate form in accordance with FAR Part 52.216-18 during the ordering period. All Warranted COs of the Department of Education may issue and award Task Orders against this contract vehicle.
- (b) The TO CO will be responsible for the issuance, administration, payment, and closeout of the Task Order.

9. TASK ORDER (TO) PROCESS

The Contractor's services shall be obtained on an as-needed basis (i.e., through the issuance of Task Orders). The Contractor shall perform the required effort for these services, within the United States, throughout the term of this contract. Issued TOs will identify the services required; provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI) and/or Government furnished workspace.

A Task Order Request for Proposal/Request for Quotation (TO RFP/RFQ) solicitation number will be assigned to each Task Order requirement. Unless one of the exceptions at FAR Part 16.505(b) applies, the TO CO will issue the TO RFP/RFQ. The issuance of the TO RFP/RFQ satisfies the requirement for a fair opportunity to be considered. Each Contractor shall evaluate the opportunity and determine whether or not to submit an offer. The announcement will include, at a minimum, the following information:

- (a) Task Order RFP/RFQ Number;
- (b) Date of Announcement;
- (c) Type of Service;
- (d) Statement of Objectives, Statement of Work or Performance Work Statement;
- (e) Contract Type;
- (f) Government-Furnished Property (GFP);
- (g) Government-Furnished Information (GFI);
- (h) Incumbent Contractor, if any;

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (i) TO CO (Name, Phone Number, email) and Contract Specialist; and
- (j) Proposal submission E-mail Address/Mailing Address; and Proposal Due Date at Tim

10. EVALUATION OF TASK ORDER PROPOSALS

- (a) Proposals will be evaluated in accordance with the selection criteria set forth in the TO RFP/RFO. The Government's award decision will be based upon the selection criteria that addresses past performance, technical/management approach and price/cost. Among other sources, evaluation of past performance will be based on past performance assessments provided by TO CORs on individual TOs performed throughout the life of the contract. In addition to past performance, technical/management approach and price/cost, individual task order selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified in each individual request for proposal. If necessary, during the evaluation of proposals, the Government may contact the Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a Task Order to the Contractor, if the proposal is deemed to be in the Government's best interest.

11. TASK ORDER ISSUANCE

- (a) TOs may be issued by e-mail, postal, overnight or hand-delivered mail or facsimile using a Standard Form 30 or other appropriate form. In addition to any other data that may be called for in the contract, the following information shall be specified in each order:
 - 1. Effective award date;
 - 2. Contract/Task Order number;
 - 3. Name and phone numbers of the government project team (Contracting Officer, Program Manager and Contracting Officer's Representative);
 - 4. Contract type and period of performance;
 - 5. The Statement of Objectives/Performance Work Statement/Statement of Work;
 - 6. Place of performance;
 - 7. List of Government furnished material, if applicable; and
 - 8. Task Order pricing arrangement including accounting and appropriation data.
- (b) Fixed Price task orders shall include the total fixed price, schedule of deliverables and payment schedule. Fixed labor hour task orders shall include the total not-to-exceed amount, estimated hours of labor-by-labor classification and authorized dollar amounts for labor.
- (c) The Contractor's acceptance of each task order shall be either by signature or by commencement of work called for therein. If the Contractor finds any task order unacceptable for any reason, it shall contact the TO CO within 24 hours after receipt of such task order.
- (d) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.
- (e) If at any time during the performance of a fixed labor hour task order, the Contractor has reason to believe that the total price to the Government to complete the task order will be greater than the authorized amount, the Contractor shall immediately notify the TO CO, giving a revised estimate of the total price for performing the task and giving supporting reasons and documentation. If fewer hours are required, then only the hours actually worked shall be invoiced.

The Contractor is not authorized at any time to commence TO performance prior to issuance of a fully funded and signed TO or other written approval provided by the TO CO to begin work.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

12. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Interim, annual, and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. At the discretion of the CO, interim evaluations may be conducted. Annual evaluations shall be prepared to coincide with the anniversary date of the contract award.

A copy of all evaluations should be provided to the Contractor as soon as practicable after completion of the annual and final evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to the Head of the Contracting Activity Designee (HCAD), whose decision will be final.

Copies of the evaluation, contractor responses, and review comments, if any, will be retained as part of the contract file, and will be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <https://cpscontractor.nih.gov>.

To register, simply logon and click on the "Register Here" link. This site provides instructions on how to register and offers computer-based training for contractors through the "CPS Contractor On-Line Training" hyperlink. There is no fee for registration or use of this system. Electronic evaluations are available to registered contractors for review 30 days from the date the evaluation is sent.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

13. COMPREHENSIVE CONTRACT REPORT

On an annual basis, the Contractor shall submit a comprehensive and accurate report listing all active contracts/task orders that it currently has within Department of Education and/or Federal Student Aid regardless of against which vehicle it was awarded. The report shall include, at a minimum, the following information for each contract/order:

- (b) Contract/order number;
- (c) Brief Description of the work being performed;
- (d) Issuing office name and address;
- (e) Contact information for the issuing Contracting Officer;
- (f) Contact information for the associated COTR (if any);
- (g) Overall dollar value; and
- (h) Period of performance, including base and option periods.

The report shall include a section for each task order awarded against this IDIQ which delineates the total number of hours worked to successfully complete the TO and the number of hours worked by the prime contractor and any utilized subcontractor or teaming partner for that TO.

The report shall be submitted to the address identified in Section R, Number 2, above.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)**14. ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY**

- (a) The Contractor shall request written authorization from the CO before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:
 - (1) A brief statement of function;
 - (2) Manufacturer and manufacturer's brand name, model or part number; and
 - (3) Contractor and its proposed price;
- (b) Management of government property in the possession of the Contractor shall be in accordance with FAR Part 45.
- (b) The contractor shall complete a physical inventory of all Government property at contract and task order completion and the results, including any discrepancies, shall be reported to the CO.

The Contractor shall provide an annual report of government property in accordance with FAR Part 45. The reports are to be received by the CO no later than November 30 of each year.
- (c) In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.
- (d) The contractor shall update all property records to show disposal action. The contractor shall notify the CO, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

15. GOVERNMENT PROPERTY, INFORMATION, WORKSPACE

- (a) The Government may provide the items listed below as necessary for the Contractor to fulfill the tasks described in statements of work.
- (b) Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific task. Such GFP will be specified under the contract GFP provided to the Contractor in support shall be tracked through applicable procedures provided by the CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, Phase, Serial Number and other information as required by the CO. The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract. All GFP shall be returned to the Government at the completion of the contract.
- (c) Government Furnished Information (GFI). The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of the contract. Such GFI will be specified in individual TOs.
- (d) Government-Furnished Workspace. Such Government Furnished workspace will be specified in individual TOs.

16. USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

- (a) Any data given to the Contractor by the Government shall be used only for the performance of the contract unless the CO specifically permits another use in writing. Should the CO permit the Contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and, if such use could result in a commercially viable product, the CO and the Contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the CO may negotiate any other benefits he/she determines is adequate compensation for the use of these data.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (b) Upon the request of the CO, or the expiration date of this contract, whichever shall come first, the Contractor shall return or destroy all data given to the Contractor by the Government. However, the CO may direct that the Contractor retain the data for a specific period of time, which period shall be subject to agreement by the Contractor. Whether the data are to be returned, retained, or destroyed shall be the decision of the CO with the exception that the Contractor may refuse to retain the data.
- (c) The Contractor shall retain no data, copies of data, or parts thereof, in any form, when the CO directs that the data be returned or destroyed. If the data are to be destroyed, the Contractor shall directly furnish evidence of such destruction in a form the CO shall determine is adequate.

17. DATA TO BE DELIVERED

- (a) Any working papers, interim reports, data given by the government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the CO at any time during performance of the contract.
- (b) In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

18. DISSEMINATION, PUBLICATION & DISTRIBUTION OF INFORMATION

- 1. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the CO.
- 2. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings, which could create erroneous conclusions, are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.
- 3. Any questions about use or release of the data or information or handling of material under this contract shall be referred to the CO who must render a written determination. The CO's determinations will reflect the results of internal coordination with appropriate program and legal officials.
- 4. Written advance notice of at least forty-five (45) days shall be provided to the CO of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the CO's determination, and if the Contractor and the CO cannot settle this disagreement in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.
- 5. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review and approval by the PM before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.
- 6. The PM review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the CO makes a formal determination, in writing, that the privacy of individuals is not being violated.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

7. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the PM shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the PM may insist that the presentation contain, in a manner of equal importance, materials, which show the government's problem with the presentation.
8. The Contractor agrees to acknowledge support by Federal Student Aid whenever reports of projects funding, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgement substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number [], entitled, "[]," sponsored by the Office of Federal Student Aid, US Department of Education."

The CO shall approve any deviation from the above legend, in writing.

19. DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery.

The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Data" clause(s) of this contract.

20. OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- (b) In addition to the days designated as holidays, the Government observes the following days: any other day designated by Federal Statute, any other day designated by Executive Order, and any other day designated by the President's Proclamation.
- (c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.
- (d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the COR.
- (e) If Government personnel are furloughed, the Contractor shall contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.
- (2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- (f) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

21. INFORMATION TECHNOLOGY ACCESSIBILITY FOR PERSONS WITH DISABILITIES

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: www.Section508.gov.

22. INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS

- (a) "Sensitive Information" means information that is:
 - 1. Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or
 - 2. Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or
 - 3. Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
 - (i) If lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and
 - (ii) If provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the CO. Upon the CO's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The CO may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

II. Addendum to FAR 52.212-4 – Contract Terms and Conditions – Commercial Items and FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Alternate I) (continued)

- (f) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the CO.
- (g) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COR will arrange, and complete any nondisclosure agreement furnished by Federal Student Aid.
- (i) The contractor shall have access only to those areas of Federal Student Aid Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, Federal Student Aid will take appropriate actions with regard to the contract and the individual(s) involved.
- (j) Contractor access to Federal Student Aid networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the Federal Student Aid OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).
- (k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save Federal Student Aid harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:
 - 1. The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.
 - 2. All required security forms specified by the government and any necessary background check must be satisfactorily completed.
 - 3. There must be a compelling reason for using this individual as opposed to a U.S. citizen.
 - 4. The waiver must be in the best interest of the Government.

[END OF SECTION]

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2007) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 632(a)(2)).

☒ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007)(continued)

- X(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - ___(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
 - X(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - X(19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - X(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - X(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - X(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - X(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - X(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
 - ___(ii) Alternate I (Aug 2007) of 52.222-50.
 - ___(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ___(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - ___(26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
 - ___(27)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53, and 109-169).
 - ___(ii) Alternate I (Jan 2004) of 52.225-3.
 - ___(iii) Alternate II (Jan 2004) of 52.225-3.
 - ___(28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - X(29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___(30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).
 - ___(31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).
 - ___(32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___(33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - X(34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - ___(35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - ___(36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - X(37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ___(38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ___(ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

III. 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007)(continued)

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (Mar 2007) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

- (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7140(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

- (viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

III.52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEPT 2007)(continued)

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[END OF SECTION]

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006)

A. General

The Government is conducting this source selection in accordance with the streamlined evaluation of offers in FAR Part 12: Acquisition of Commercial Items. The contract will be awarded as 100% Small Business set-aside under **NAICS Code 541513, Computer Facilities Management Services** (Small business Size Standard = \$23M).

The Government may evaluate proposals and award contracts without discussions with the Offerors and will evaluate each offer on the basis of the Offeror's initial proposal. Therefore, the initial proposal should contain the Offerors' best terms from a technical and price standpoint.

The Government reserves the right to conduct discussions and to permit Offerors to revise their proposals if the Contracting Officer determines them to be necessary.

B. Proposal Integrity

It is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. The Offeror must be capable of performing activities listed under the Scope of Services section.

If in reviewing the proposal, the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects.

C. Basis for Award

Award will be made to the offeror whose proposal represents the overall best value to the Government based on the response to the Request For Proposal (RFP). The Government reserves the right to not make an award as a result of this RFQ if, upon evaluation, none of the proposals are deemed acceptable.

D. Evaluation Factors

The Government will review and evaluate all offers based on the following evaluation factors and sub-factors in descending order:

D.1. Factor 1: Technical Capability/Staffing Complement

The Government will evaluate the Offeror's overall program management approach to assess its understanding of the scope and support required as outlined in the Statement of Work (Attachment 1A) and Appendices (Attachment 3A).

INSTRUCTION TO OFFERORS:

Offeror and, if applicable, subcontractor shall describe in sufficient detail of its methodology and approach to perform the activities or achieve the objectives articulated in the task orders. At a minimum, its proposal should contain:

- Sub-factor A: Sufficiently detailed description of methodology and approach for performing required services including demonstrated processes and procedures to achieve performance-based results and adherence to service level agreements.
- Sub-factor B: Detailed staffing complement including proposed staffing structure, labor categories, hours, and schedule matrix.
- Sub-factor C: Demonstrated use of project management methodology including the ability to manage known/unknown risks, proposed escalation protocol for issue resolution.
- Sub-factor D: Demonstrated ability to support internal controls within integrated systems, manage technical and functional processes and identify and provide recommendations for process improvements.
- Sub-factor E: Demonstrated ability to perform helpdesk support and SDLC development within a multiple vendor environment.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006)(continued)

D.2 Factor 2: Past Experience / Past Performance

Substantial experience of successfully performing similar-scale services for either commercial businesses and/or government agencies within the past three (3) years from the date of solicitation in the following areas:

- Sub-factor A: Demonstrated experience and successful performance in Oracle 11i/10g financial services.
- Sub-factor B: Demonstrated experience and successful performance in Helpdesk and SDLC development services.

The Government will evaluate three (3) past performance references per CLIN. A maximum of twelve (12) references will be evaluated.

Past Performance will be evaluated for relevance and client satisfaction as they relate to the requirements. Elements of client satisfaction are quality, cost, and schedule.

INSTRUCTION TO OFFERORS:

1. Offerors and, if applicable, subcontractor shall complete the Client Reference Form (Attachment 5A) for each client (government or non-government).
2. Offerors and, if applicable, subcontractor shall utilize Duns & Bradstreet's Open Rating (<http://www.openratings.com/>) to solicit past performance references from these clients. Make sure to submit the email addresses of FSA's Contracting Officer as recipients of these reports. (Enclosure 3).
3. Offeror shall submit a copy of its Email Order Confirmation from D&B and Past Performance Evaluation (PPE) Report in their proposal submission.

For the Offeror's review, Duns & Bradstreet's Frequently Asked Questions (Attachment E) including instructions on using their Open Rating service is incorporated in the List of Attachments.

The Government reserves the right to use other sources, such as the Past Performance Information Retrieval System (PPIRS) to evaluate past performance. Offeror's past performance will be evaluated for relevance and content of the information reported in PPIRS and in other sources.

The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by the Offeror in its references.

D.3 Factor 3: Corporate Capability

The Government will evaluate the completeness and quality of the Offeror's proposal as it pertains to corporate capability necessary to meet the Government's requirements.

INSTRUCTION TO OFFERORS:

Offeror and, if applicable, subcontractor shall describe its management plan in sufficient detail. This plan should include, at a minimum the following:

- Sub-factor A: Proof of an approved Earned Value Management System (EVMS) by a cognizant federal agency or department (see next page for more instructions);
- Sub-factor B1: Description of its organizational structure and governance indicating delineation of staff authorities and lines of responsibility;
- Sub-factor B2: Description of its methodology for recruitment, training, and retention of qualified staff;
- Sub-factor B3: Description of its quality control policies, processes, and procedures;
- Sub-factor B4: Description of its approach to manage and coordinate subcontractor/teaming partner's efforts (if applicable); and description of its business continuity plan (BCP) or continuity of Operations Planning (COOP).

D.3 Factor 3: Corporate Capability (continued)

Proof is a copy of a signed letter on the cognizant federal agency or department's letterhead certifying the offeror's EVMS as being compliant with the Federal Acquisition Regulations, the completed worksheet (Attachment 4A), and the following sample EVM documents: work authorization document, control account plan, and variance analysis.

Detailed plan for establishing an EVMS shall include at minimum work breakdown structure (WBS) at Level 3 with identified resources and activity duration; project schedule (MS Project 2003); WBS data dictionary; and completed worksheet (Attachment 4A).

The Government will evaluate the proposal information required by FAR 52.234-3 – Notice of Earned Value Management System –Post Award IBR (JUL 2006). An Offeror may not rely on a proposed subcontractor's EVMS to satisfy this proposal element.

D.4 Factor 4: Price

The Government will evaluate the Offeror's total evaluated price for base and option periods of performance.

INSTRUCTION TO OFFERORS:

Offeror shall complete the Pricing Schedule under Section B (Burdened Onsite/Offsite Labor Rates for all phases/CLINs and periods) and the Pricing Template (See Attachment 2A).

E. Request for Clarification

All clarification questions should be submitted via electronic mail to the Contracting Officer, Ms. Dega Hussen at Dega.hussen@ed.gov and the Contract Specialist, Ms. Christina Douglas at christina.douglas@ed.gov by 11:00am (Eastern Standard Time) on Friday July 18, 2008.

F. Submission of Proposals

Each Offeror shall submit its proposal that address all Government requirements outlined in the solicitation. Offerors shall submit the proposal with cover letter by no later than 4:00pm (Eastern Standard Time) on Thursday, July 31, 2008.

Proposals shall be mailed to the address below. If the proposal is being hand-delivered courier or mailed, the Offeror shall call the Contracting Officer, Ms. Dega Hussen at 202-377-3383 or the Contract Specialist, Ms. Christina Douglas at 202-377-3870 at least two (2) working days prior to the due date.

Mailing address: U.S. Department of Education, Federal Student Aid
Attn: Acquisition Group, Room 91F2
830 First Street, NE
Washington, DC 20202

G. Late Submissions

Any proposal or modification/revision of an offer received at the designated government office after the deadline date and time is late and will not be considered, unless it is received before award is made and the Contracting Officer determines that accepting the late proposal would not unduly delay the acquisition.

H. Proposal Instruction and Format

To be considered, the Offeror must submit a complete response to this solicitation using the instructions provided. The proposal shall be divided into separate volumes and include the number of copies specified herein.

The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor categories, qualifications, subcontractors, etc., must be contained in the technical proposal so that the Offeror's understanding of the scope of services and task orders' requirements can be evaluated.

The offeror shall submit a business proposal that comprises of the following elements:

1. Contract Form and Representation and Certifications

- a. The contract and subsequent amendment forms (Standard Forms 1449 and 30),
- b. The Pricing Schedule (Section B), and
- c. The Representations and Certifications.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006)(continued)

An official authorized to bind the Offeror must sign these forms.

2. Contractor's Responsibility Determination

- a. Copies of audited financial statements for the most current and past two (2) accounting years or, at a minimum, copies of the balance sheets & income statements for the most current and past two (2) years.
- b. Proof of compliance with applicable standards outlined in FAR 9.104-3 Application of standards or copy of its SBA Certificate of Competency (COC).
- c. Completed Exemption from Application of Service Contract Act Provisions Contractor Certifications (Enclosure 3).

Each hard copy must be in separately bound volumes and labeled with the Offeror's name and address, solicitation number, volume number, and title. A CD-Rom with all volumes shall be included in the hard copy submission.

For the electronic copy, all volumes should be zipped and sent via email transmission to the Contracting Officer, Ms. Dega Hussen dega.hussen@ed.gov and the Ms. Christina Douglas at christina.douglas@ed.gov.

For both electronic and hard copy, the proposal shall be readable in MS Word 2000 or Adobe Acrobat 7.0 Professional except for the Pricing Volume, which is in MS Excel 2000. Hard copies must be single-spaced, double-sided on 8 ½ x 11-inch pages of 10-point font. For purpose of page count, a double-side page will count as single page.

Offerors are hereby notified that the content of electronic copy of the proposal must be identical to the hard-copy proposal submitted in response to this solicitation. The Government is not responsible for identifying inconsistencies between these formats and may rely on either at its discretion.

Information should be confined to the appropriate volume to facilitate independent evaluation. The proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous narratives, elaborate brochures, uninformative "public relations" or "marketing" material and such, shall not be submitted.

All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable. Offerors shall place their name within the header or footer on each page along with the section number.

Pages over the maximum page limitation for any volume will be excluded from evaluation. The page limits shall include any diagrams, figures, and table of contents or reference materials.

All proposal revisions shall be submitted as a complete electronic resubmission of the affected file. Electronic resubmissions shall conform to the guidance provided herein. Each revision (electronic page change) shall be identified by date and by revision number.

I. Period for Acceptance of Proposals

The Offeror agrees to hold firm the prices and labor rates in its proposal for 180 calendar days from the date specified for the receipt of offers.

IV. Addendum to FAR 52.212-1 and 52.212-2 – Instruction to Offerors and Evaluation – Commercial Items (SEPT 2006)(continued)

J. Volume Structure

Offeror shall present all information relevant to the factors in the appropriate section as outlined below:

Volume & Section Number	Volume Title	Maximum Number of Pages	Number of Hard Copies
I.	Technical Proposal	70	1 Original & 4 copies
I.A	Corporate Capability (Not to exceed 20)		
I.A.1	Management Plan		
I.B	Technical Capability/Staffing Complement - <i>By Task Order (Not to exceed 50)</i>		
I.B.1	Methodology & Approach		
I.B.2	Staffing Complement		
II	Past Performance (3 reference per CLIN each 2 pages)*	24	1 Original & 4 copies
II.A	Client Reference (Attachment 5A)		
II.B	Dun & Bradstreet Open Rating Client Satisfaction Survey (for those identified in Vol.2, Sec. II.A) *		
III.	Pricing Template - <i>By Task Order</i>	3	1 Original & 4 copies
IV.	Business Proposal***	15	1 Original & 4 copies
IV.A.	Contract Documents		
IV.B.	Financial Documents		

*Excluding copies of the D&B Order Confirmation Email and Past Performance Evaluation Report provided by Contractor.

**Excluding copies of the offeror's key personnel resumes.

***Excluding the offeror's Online Representations and Certifications Application (ORCA) record and financial documents.

[END OF SECTION]

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because: _____.

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The Offeror represents as part of its offer that it () is, () is not a small business concern.
 - (2) *Veteran-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
 - (3) *Service-disabled veteran-owned small business concern.* [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
 - (4) *Small disadvantaged business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (5) *Women-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it () is, () is not a women-owned small business concern.
- Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (6) *Women-owned business concern (other than small business concern).* [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it () is a women-owned business concern.
 - (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The Offeror represents as part of its offer that it () is, () is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The Offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
- (1) Previous contracts and compliance. The Offeror represents that-
- (i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It () has, () has not filed all required compliance reports.
- (2) *Affirmative Action Compliance.* The Offeror represents that-
- (i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
- (2) Foreign End Products:
- | Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- [List as necessary]
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate 1.* If Alternate 1 to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

Canadian End Products:

Line Item No.

[List as necessary]

- (3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The Offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

- (h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals-

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

- (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

- (2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

- (j) *Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)* For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

- (k) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

V. FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

[END OF SECTION]

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)

A. 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acqnet.gov/far/>.

<u>FAR</u> <u>Provision</u>	<u>Title</u>	<u>Date</u>
52.203-2	Certificate of Independent Price Determination	Apr 1985
52.204-6	Data Universal Numbering System (DUNS) Number	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Sept 2007
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition	Feb 2007
52.217-5	Evaluation of Options	July 1990

B. 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm-fixed Price, Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

C. 52.233-2 Service of Protest (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms Dega Hussen
Contracting Officer
Department of Education
Federal Student Aid, Acquisitions, Suite 91F2
830 First Street, NE
Washington, DC 20202-5405

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D. EDAR 3452.209-70 Organizational Conflict Of Interest (OCT 1987)

The offeror certifies that it (___) is (___) is not aware of any potential organization conflict of interest that it may have under this procurement. If the offeror is aware of any potential conflict of interest, the offeror shall submit a disclosure statement fully describing the situation. An organizational conflict of interest is as defined and illustrated in FAR 9.5.

E. ED 307-17a Conflict of Interest Certification

(a) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

interest appears to exist to a reasonable person with knowledge of the relevant facts (Or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant).

Conflicts may arise in the following situations:

- (1) Unequal access to information – a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
- (2) Biased ground rules – a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,
- (3) Impaired objectivity – a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or
- Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

- (a) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).
- (b) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default/cause, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government.

The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. For example, such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

VI. Addendum to FAR 52.212-3 – Offeror Representation and Certifications – Commercial Items (SEPT 2007)(continued)

- (d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.
- (e) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

Conflict of Interest Certification

The Offeror, _____, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. _____ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

[END OF SECTION]

ENCLOSURES

NUMBER	ATTACHMENT TITLE/NAME
1	Non-Disclosure Agreement
2	D&B Past Performance Evaluation Frequently Asked Questions (FAQ'S)
3	Exemption from Application of Service Contract Act Provisions (FAR 52.222-48)

ATTACHMENTS

ATTACHMENT NUMBER	ATTACHMENT TITLE/NAME
1A	Amended Statement of Work, dated June 30, 2008 (MS Word)
2A	Pricing Template - For Phases 1 & 2 (MS Excel)
3A	Appendices C through U (Various formats)*
4A	ANSI/EIA-748-A EVMS Guidelines and Typical Attributes (MS Excel)
5A	Client Reference Form (MS Word)
6A	Responses to Comments Matrix (MS Excel)

*Note: Appendices A and B are embedded in Attachment 1A.

ENCLOSURE 1 - USE AND NON-DISCLOSURE AGREEMENT

The undersigned, (Insert Name), an authorized representative of the (Insert Company Name), (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with proprietary data, technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in an attachment to this Agreement. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

- (1) The Recipient shall —
 - (a) Use, modify, reproduce, release, perform, display, or disclose Data marked with SBIR data rights legends only for government purposes and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the "Contractor"), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. Such agreement must be consistent with the terms of this agreement.
 - (b) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this Agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this Agreement or expressly permitted in writing by the Contractor.
 - (c) Use computer software marked with restricted rights legends only in performance of Contract Number (insert contract number(s)). The Recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share, or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.
 - (d) Use, modify, reproduce, release, perform, display, or disclose Data marked with special license rights legends (To be completed by the contracting officer. See (a)(2) of the Use and Non-Disclosure Agreement clause. Omit if none of the Data requested is marked with special license rights legends).
- (2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.
- (3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.
- (4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.
- (5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.
- (6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

ENCLOSURE 1 - USE AND NON-DISCLOSURE AGREEMENT (CONTINUED)

- (7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.
- (8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon (Insert Date). The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name

Authorized Representative

Date

Representative's Typed Name and Title

[END OF SECTION]

ENCLOSURE 2 – D&B PAST PERFORMANCE EVALUATION FREQUENTLY ASKED QUESTIONS (FAQ'S)**Company Background:**

Open Ratings leverages its unique technology and data resources to provide a comprehensive, independent view of supplier past performance to the general services administration, state and federal government.

In addition, we offer a wide range of services to help companies get the information and support needed to make informed, effective decisions about managing their suppliers.

Past Performance Evaluation FAQ's:**What is a Past Performance Evaluation?**

Past Performance Evaluations are requested or required by governmental organizations and agencies as part of bid responses.

What is the process?

You start by ordering the Past Performance Evaluation (see below for information needed). During the order, you will need to specify at least 4 references.

After completion of the order, Open Ratings emails a confirmation to you that includes a list of the references you provided and the subject line of the e-mails they will receive.

The following day, the references that you provided in the online order receive an e-mail requesting that they complete an on-line survey. Once a reference completes the survey or opts out, no further contact is made. If the reference does not respond to the original email, two further reminder e-mail requests are sent.

After 13 days, if Open Ratings has received fewer than four completed surveys, your order is forwarded to our call center and we attempt to contact your references via telephone. When we receive four complete references, the order is closed.

After 13 days, if Open Ratings has received at least four completed surveys, we will keep the order open for another 8 days or until at least 50% of surveys are completed, whichever comes first. The order is then closed.

Once the order is closed, the Past Performance Evaluation report is generated, and references will no longer be able to respond to the survey.

One copy of the report is distributed to the company who ordered the report and another copy is distributed to the GSA, Federal or State Government recipient. Copies are also distributed to additional recipients specified at the time of order.

How can I place an order?

Order should be placed on-line at www.ppereports.com

ENCLOSURE 2 – D&B PAST PERFORMANCE EVALUATION FAQ'S (CONTINUED)**How long does it take?**

The average time to complete a report is approximately 35 days, however for orders placed on-line this time is reduced to 20 days. Customers that facilitate the process by proactively contacting their references and advising them of the process tend to close their orders sooner with a higher response rate from the customers.

How many references do you need?

We request that customers provide 20 references. Providing fewer than 20 references reduces the chance that the report will be successfully completed and will generally increase the time taken to generate the report. The minimum number of completed references that will be required to close a report is four – however to obtain four completed references we highly recommend providing 15-20 references. Due to your customer's personal schedules and company policies, providing less than 15 references can delay the closing of an order.

Should I contact my references?

Yes. You may want to determine whether they are inclined to give you a good reference. In addition, we recommend that you inform them that Open Ratings will contact them via email. The subject line of the e-mail references receive is included in the confirmation e-mail sent to our customers.

How long is the rating good for?

In accordance with GSA requirements, the rating is valid for 6 months from date of issue. Additional copies of reports may not be ordered after the rating expires.

What is needed to place an order?**1- Two contacts that will receive the report once complete.****2- 15-20 customer references:**

For each reference, you will need to provide:

- First and Last Name
- Company Name
- Telephone Number
- Email Address

3- Details of the company being evaluated:

- D-U-N-S™ of the company being evaluated

OR

- Company Name
- Main Telephone Number
- Address, City, State and Zip Code and Country

4- Payment Methods:

- American Express

ENCLOSURE 2 – D&B PAST PERFORMANCE EVALUATION FAQ'S (CONTINUED)

- Visa
- Mastercard

How much does a Past Performance Evaluation Cost?

The cost is only \$125.00. Once the evaluation is complete, it will be emailed to the two recipients chosen to receive the results. You can add more than two recipients at an additional cost of \$25.00 per recipient.

The cost of a Past Performance Evaluation / Supplier Evaluation Report, a report typically requested by a State Agency, County Agency or U.S. Army is \$175.

How is the rating calculated?

The rating is calculated using a statistical analysis of various performance data and survey responses that Open Ratings collects. This analysis places a greater weighting on recent data collections such as the surveys completed by the references you provided for your PPE. The analysis may also consider, with a lesser weighting, performance information collected in the past.

The score is then reported in two ways: the score (performance rating) and how good the score is relative to your peers in the same SIC code (SIC Level Quintile). As a result having the correct SIC is imperative in the process.

What is a SIC Level Quintile?

The SIC Level Quintile indicates how good or poor a rating is compared to other companies in the same industry. Performance ratings within an SIC are rank ordered and divided into five groups (Quintiles). The top 20% performance ratings are in the first quintile, the next 20% of performance ratings are in the second quintile, etc...

Why do you calculate a SIC Level Quintile?

Scores vary significantly from industry to industry. For example management consultants will almost invariably receive higher absolute scores than building contractors. Providing the SIC Level Quintile normalizes the score based on the industry, making interpretation of that score easier.

What does the report look like and how do I read it?

A past performance evaluation consists of four sections:

Company Overview: Contains basic location, contact and operating data for the company being evaluated. This information is provided by Dun and Bradstreet according to the D-U-N-S number that is provided.

Supplier Performance Rating: Provides the supplier's Summary Performance Rating, which is an assessment of likely overall performance. This section also contains your SIC Level Quintile, which is a rating that marks the overall performance of a supplier against all other Suppliers in its Standard Industry Classification code (SIC).

ENCLOSURE 2 – D&B PAST PERFORMANCE EVALUATION FAQ'S (CONTINUED)

Detailed Performance Rating: This section lists the detailed performance questions that Open Ratings will ask your references. The detailed ratings are combined with other qualitative survey data and other relevant data sources. It is then calculated using an algorithm that weighs scores based on recency of the information, transaction size, and accuracy of the rater.

Buyers Surveyed: Indicates the industries of the companies that provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

Distribution Feedback: Provides a breakdown of the survey responses received from raters of this supplier. The responses are rated on a 0-10 scale for each survey question.

9-10 – Positive Feedback

5-8 – Neutral Feedback

0-4 – Negative Feedback

Click on the link below to view a sample report:

[Sample Past Performance Evaluation Report](#)

How do I interpret the results?

All scores are relative to the companies that are listed in the SIC code you provide. Favorable scores are those in the top quintile. If your scores rate in the lower quintile it does not mean that your references gave you poor results, only that the scores were lower than other companies with the same SIC code.

Can I see my references' survey responses?

All individual survey results are confidential and are not shared with anyone.

[END OF SECTION]

**ENCLOSURE 3: EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS
CONTRACTOR CERTIFICATIONS (FAR 52.222-48) – NOV 2007**

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies ☐, does not certify ☐ that:

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
 - (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and
 - (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.
- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer non-responsive.

[END OF SECTION]